

**BEST VALUE**  
**BLANKET PURCHASE AGREEMENT**  
**FEDERAL SUPPLY SCHEDULE**

**National Oceanic and Atmospheric Administration (NOAA)**

In the spirit of the Federal Acquisition Streamlining Act, NOAA and Westwood Computer Corp. enter into a cooperative blanket purchase agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-4564G**.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources, preparation of technical documents, and solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

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**BPA NUMBER 45-AANA-8-04919**

**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply contract number **GS-35F-4564G**, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) with the National Oceanic and Atmospheric Administration (NOAA):

This document defines the terms and conditions of a Blanket Purchase Agreement (BPA) between NOAA and Westwood Computer Corp. (Contractor) for the acquisition of PC servers, desktops, laptops, laser printers, and related peripherals and software, including options for installation and maintenance as defined below in paragraph (6).

(1) **Volume:** The Government estimates, but does not guarantee, that the volume of purchases through this BPA will be **\$10M**. The Government is not obligated to place any orders under this BPA.

(2) **Funds:** This BPA does not obligate any funds.

(3) **Term and Renewal:** This BPA shall take effect from date of award and shall continue as long as any of the underlying Government Supply Schedule (Schedule) or Schedules (including any

existing Schedule(s) held by the Contractor or one of its teaming partners or Schedule-holding suppliers) remains valid, until terminated by either party at its sole discretion and without liability except for committed purchases and orders in progress.

The Government will review this BPA semi-annually to determine whether changing market conditions, availability and quality of sources of supply, and other pertinent circumstances require the modification or termination of this BPA.

This BPA shall be subject to renewal upon expiration of the underlying Schedule(s) as soon as a new or renewal Schedule is in place, for as long as the Contractor's performance on this BPA is satisfactory and NOAA continues to require the equipment and services covered. Any such renewal will be at the sole discretion of and subject to prior review and approval by the Contract Officer.

(4) **Authorized Buyers:** The equipment and services offered to the Government under this BPA shall be available to all offices of NOAA and the Department of Commerce. Orders can be placed by any Contracting Officer in the Department of Commerce or by any authorized bank card holder acting within the limits of his/her authority.

(5) **Principal Points of Contact:** The Government will name a Contracting Officer (for any issues concerning the meaning or scope of this BPA), a Contract Specialist (order execution, tracking, pricing), and a Government Technical Representative (technical issues), each of whom will function as the primary contact with the Contractor in his/her area. The Contractor will name a principal point of contact for contract and ordering issues and a principal point of contact for technical and other issues. These may be the same person.

(6) **Covered Equipment and Services:** This BPA covers the acquisition of PC servers, desktops, laptops, laser printers, and related peripherals and software, including options for installation and maintenance. "Services" include installation, maintenance, extended warranty, software and hardware configuration. Services also include consulting, if relating to products acquired under this BPA. Open-market items (items not on the Contractor's Schedule or that of any of the Contractor's teaming partners or Schedule-holding suppliers) shall be limited to \$2500 per order.

(7) **Hardware, Firmware, and Software Compliance:** The Contractor hereby warrants that the Information Technology (IT) hardware, firmware, or software purchased by the Government under this BPA is Year 2000-compliant or that a document fix, upgrade, or replacement will be provided and installed to the hardware, firmware, or software purchased under this BPA to ensure Year 2000 compliancy for each item and the date(s) by which those items (either upgraded or replaced at no additional cost) will be in compliance.

The sole energy star requirement shall be the self-certification by the Contractor that the specified equipment is Energy Star compliant.

(8) **Web Access:** Products and pricing will be accessible through a site on the World Wide Web (Web) maintained by the Contractor. At the discretion of the Contractor, this site may be secured

and limited to use by the Government, as long as the method of security used does not interfere with efficient access by the Government. NOAA is interested in finding ways to use the Web to further streamline the ordering and tracking process, and to make more information available to all interested participants.

(9) **Prices:** Pricing shall be inclusive of shipping charges and flat, i.e. consistent, for all Department of Commerce sites within the 48 contiguous United States. For shipping purposes, Hawaii, Alaska and U.S Territories are considered international. For international locations (includes A.P.O. addresses), Westwood Computer Corp. shipping charges shall be consistent with the Terms and Conditions of its GSA Schedule; i.e., from point of embarkation within the 48 contiguous states and the District of Columbia. Purchaser shall obtain precise procedures and shipping costs from the Contractor when placing orders for international shipment.

The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except noted below. Discounts are off of Westwood's GSA schedule pricing:

Hewlett-Packard Printers and Peripherals	6.5%
Hewlett-Packard PCs and Servers	8.0%
Hewlett-Packard Support Packs (extended warranties), installation and maintenance	6.5%
All Other GSA schedule items	3.0%
All Other GSA schedule items Support Packs (extended warranties), installation and maintenance	3.0%

The Government reserves the right to negotiate more favorable pricing for specific orders whenever, because of order size or other factors, the Government deems it desirable to do so.

(10) **Order Placement:** Orders may be placed against this BPA via Electronic Data Interchange (EDI), voice, FAX, credit card, or paper.

(11) **Delivery Time:** Except as otherwise agreed in advance, delivery will be made in the time specified below. Partial shipments and/or partial payments are *not* permitted except when agreed to in advance and in writing signed by the named contact person (requisitioner) for the order.

DESTINATION	DELIVERY SCHEDULE
Department of Commerce (48 contiguous states)	30 days or less after receipt of order
Department of Commerce (International)	30 days or less after receipt of order to point of embarkation within the 48 contiguous states
MANUFACTURING DELAYS:	May exceed 30 days but such delays must be documented by the manufacturer.

(12) **Delivery Information:** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that contain at least the following information suitable for efficient inclusion in Government databases. The information provided shall include, at

a minimum, for each order:

a.	Name of Contractor;
b.	Contract number;
c.	BPA number;
d.	Model number(s) or National Stock Number(s) (NSN);
e.	Delivery Order Number;
f.	Date of purchase;
g.	Name and telephone number of purchaser contact person;
h.	Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information; and
i.	Date of shipment

(13) **Warranty:** Contractor warrants all equipment and services provided under this BPA shall be new unless otherwise agreed to in writing between the parties and signed by an authorized Government representative.

Contractor is the principal point of contact for all warranty issues unless otherwise indicated on the ordering document executed by the Government.

(14) **Invoicing and Payment:** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract.

Invoicing and credit card payment (where available) are both authorized. Invoices should be addressed to the contact person listed on the Delivery Order and payment is the responsibility of that office.

(15) **Statistics:** The Contractor shall regularly provide the Government with both periodic and cumulative statistical reports on orders made under this BPA. The frequency of these statistical reports shall be determined in consultation between the Contractor and the Government Technical Representative, but in no case will there be less than one periodic report per month. Details on the format and contents of the reports will be agreed upon by the Contractor and the Government Technical Representative. The reports will be provided in an electronic format suitable for efficient inclusion in Government databases. The information provided shall include, at a minimum, for each order:

a.	Purchase Order Number (Bureau if bankcard purchase)
b.	Date of Purchase/Order
c.	Serial Number(s)
d.	Make (MFG)
e.	Model

f.	Description
g.	Quantity
h.	BPA price
i.	GSA price
j.	Open Market price
k.	Invoice Amount
l.	Date of shipment
m.	Consignee (ship to point) (name, address, phone number)
n.	Bankcard holder/Purchasing Agent (name and phone number)

(16) **Technical Refreshment:** Contractor shall refresh its Schedule offerings as fast as possible in order to maintain availability of current state-of-the-art equipment and services. Where a newly-announced product, version, or model is not on the Schedule, Contractor will upon announcement by the manufacturer initiate a proposal to GSA to add such newly-announced item, regardless of whether it has yet been the subject of inquiry by a prospective buyer in NOAA or other DOC operating unit.

(17) **Applicability of Terms and Conditions:** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

(18) **Streamlining Initiatives:** The following requirements are considered streamlining initiatives and may be implemented in the future, as mutually agreed to by the Government and Contractor.

a.	Streamlined Payment Process (i.e., consolidated or summary invoice)
b.	Electronic Ordering Process
c.	Asset Tagging (i.e., bar code labels)

(19) **Incorporated Clauses:** In accordance with Federal Acquisition Regulation Clause (48 CFR Chapter 1) Clause 52.252-2, Clauses Incorporated by Reference (FEB 1998), the clauses listed below by reference have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)

52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER  
PAYMENT (AUG 1996)

(20) **Acknowledgment:** The terms and conditions included in this BPA apply to all purchases made against this BPA. The Contractor is hereby requested to acknowledge acceptance of this BPA, including its terms and conditions, by signing and returning four (4) copies to the Contracting Officer.